

Items to be Supplied (costs and months for delivery are estimates):

(1)	(2)	(3)	(4)
<u>Itm</u>		<u>Qty</u>	
<u>Nbr</u>	<u>Item Description</u>	<u>Unit of</u>	<u>Costs</u>
		<u>Issue</u>	<u>Total</u>
(M1E)0205000TAUSGP OTHER TECH ASSISTANCE – US GOVT PERS (NOT TECHNICAL ASSISTANCE TEAMS)			
1.	Services of the USACE for Technical Assistance to evaluate the port site of Puerto Madero, Mexico and vicinity	1 each	\$ 53,659.00
2.	DSCA Administrative Surcharge		\$ 1,341.00
Total Estimated Costs			\$ 55,000.00

To assist in fiscal planning, the US Army Corps of Engineers provides the following anticipated costs of this LOA:

ESTIMATED PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Deposit Amount</u>	<u>Cumulative</u>
Initial Deposit (Upon Acceptance)	\$ 35,000.00	\$ 35,000.00
Final Payment (1 June 2001)	\$ 20,000.00	\$ 55,000.00

Signed Copy Distribution:

1. Upon acceptance, the Purchaser should forward one signed copy of this LOA to Defense Finance and Accounting Service - Denver Center, ATTN: DE/SAAC/I, 6760 E. Irvington Place, Denver, CO 80279-2000. Simultaneously, wire transfer of the Initial Deposit should be made to United States Treasury, New York, NY 021030004, DFAS/SAAC, Agency Code 00003801, showing "Payment from Government of Mexico for FMS Case S6-B-M10, or a check for initial deposit should accompany the signed copy of the LOA or be sent simultaneously to DFAS, with a letter identifying the purchasing country and the LOA identifier.
2. One signed copy of the LOA plus a copy of the letter of transmittal forwarding payment to DFAS, or other evidence of payment, should be returned to the Division Engineer, Corps of Engineers, USAED-CESPD-CT, 333 Market Street, Room 932, San Francisco, California 941-5-2195, Attn: Fernando Manuel Coriano.
3. The duly executed original LOA should be forwarded to Headquarters, U.S. Army Corps of Engineers, ATTN: CEMP-CN, 441 G Street NW, Washington, D.C. 20314-1000.
4. Questions may be directed to Mr. Fernando Manuel Coriano, CESPD-CT, telephone 415 977-8244 or Ms Ann Cataldo CESAM-OC, telephone 334 690-3286.

The following terms and conditions and the Letter of Offer and Acceptance Standard Terms and Conditions are part of this LOA. The following terms and conditions will be controlling in any conflict between said terms and conditions and the Letter of Offer and Acceptance Standard Terms and Conditions:

NOTE 1: The costs of this Letter of Offer and Acceptance include all known charges. If for any reason, the US Army Corps of Engineers personnel or contract personnel are made to pay any national or local taxes, tariffs, levies, or charges, these charges will be added to the costs of the Letter of Offer and Acceptance and the Instituto Mexicano del Transporte, Secretaría de Comunicaciones y Transportes, Government of Mexico, will reimburse the US Army Corps of Engineers the full amount of these charges.

NOTE 2: Offset Administrative Costs - The Department of Defense is not a party to any offset agreement/arrangements which may be required by the Purchaser in relation to the sales made in this LOA and assumes no obligation to administer or satisfy any offset requirements or bear any other associated costs.

NOTE 3: Section 607 (1) - This sale is made under the authority of Section 607 of the United States Foreign Assistance Act of 1961, (22 USC 2357) and the Determination thereunder a copy of which is attached to this Offer and Acceptance. Any reference in this Offer and Acceptance to the United States Arms Export Control Act, to defense articles, and to defense services shall be construed instead to be a reference to Section 607 of the United States Foreign Assistance Act of 1961 (22 USC 2357) and the Determination thereunder to commodities, and to services, respectively. All other terms, conditions and procedures under this Offer and Acceptance apply to this transaction.

NOTE 4: Section 607 (2) - The Purchaser shall, except as may otherwise be mutually agreed in writing by the US Government, use the items sold under this Offer and Acceptance, or direct their use by personnel and organizations under its auspices only for purposes authorized by this LOA.

NOTE 5: Privileges and Immunities for the U.S. Army Corps of Engineers personnel entering Mexico pursuant to this agreement are being sought through a separate agreement between the US Embassy and Government of Mexico. No action will be taken under this LOA in the country until said agreement is concluded.